

Without Prejudice or Precedent
Letter of Understanding
Workforce adjustment Measures
"the Framework"

Agreement in Principle @ - 2020-03-22 5:57 AM

between

City of Vancouver and the Vancouver Board of Parks and Recreation and Vancouver Public Library Board
(Hereinafter referred to as "the Employers")

and

Canadian Union of Public Employees, Locals 15; 1004; 391
(Hereinafter referred to collectively as "the Unions"; or individually as: "C15" "C1004" or "C391")

This Framework is made without prejudice and without precedent to the interpretation or application of the City, Parks, Library, Britannia, or Ray-Cam Collective Agreements, or any other agreements between the Parties, or to any similar dispute between the Parties. This Framework, and the circumstances leading to it or arising from it, shall not be used by any signatory Union to support a Common Employer or successorship application.

WHEREAS the Parties have a mutual desire to support the goals and direction of the Provincial Medical Health Officer to minimize the impact of the COVID-19 Coronavirus on our workplaces and the community, and

WHEREAS the Parties agreed to resolve issues around public health concerns in relation to the COVID-19 Coronavirus; and

WHEREAS the goal of this Framework is to allow for employment security, the recognition of seniority, and the timely, orderly and predictable payment, assignment, transfer, layoff and recall of employees, who are affected by operational adjustments in response to the progression of COVID-19; and to enable the Employers to deliver effective and essential services to the public.

Sidenote: The Parties agree that the term "essential" services referenced in the WHEREAS have no application to Labour Relations Code s72 or any other Labour Relations purpose.

The Parties agree to the following terms:

Scope

1. This Agreement applies to employees of the City of Vancouver, the Vancouver Board of Parks and Recreation and the Vancouver Public Library Board.
2. The Employers agree to unreservedly recommend that RayCam and Britannia adopt a similar framework.
3. In the event of a conflict between this Framework and the Collective Agreement, this Framework supersedes.

Effective date

4. This Framework is effective **March 22, 2020**.

Duration:

5. When the Provincial Medical Health Officer determines that the COVID 19 outbreak is substantially resolved, the City, VPL, or any of the Unions may terminate their participation in this Framework on (30) days' written notice. Where there is a dispute as to whether it is appropriate to terminate this Agreement, any Local or Employer may refer this question to the Troubleshooter.
6. Standard provisions of the relevant Collective Agreement apply to decisions made after this Framework terminates.

Business operations and staffing levels

7. Decisions may be made to vary business operations and staffing levels at any time. Any non-statutory minimum staffing level provisions shall not apply.
8. The Employer will provide regular and timely information to the Unions on the variation of operations and changes to staffing levels.
9. It is agreed that the circumstances of any layoffs are beyond the control of the Employer.

Pay protections:

10. **C1004 and C15: RPT and Auxiliary:**
C391: Temporary, RPT without benefits, and Auxiliary:
These employees in suspended operations:
 - a. Will, commencing March 22, 2020, be paid for those shifts already scheduled within 28 calendar days of the date operations were suspended, regardless of the time of day the suspension started.
 - e.g., For the first wave of suspensions that started 2020-03-16, employees will be paid from 2020-03-22 up to and including 2020-04-18. Time between 2020-03-16, and 2020-03-21 will be paid but not included in the pay protection period.
 - Eg., If an operation is suspended 2020-04-05, employees will be paid from 2020-04-05 up to and including 2020-05-02.
 - b. The first 14 calendar days (days 1-14 inclusive) will be paid at regular hourly rates. The remaining calendar days (days 15-28 inclusive) will be paid at 75% of regular hourly rates.
 - c. Scheduled employees may be advised to do repurposed work, for which they are qualified.
11. **C1004 and C15: Regular and TFT**.**
C391: RFT, PPT, and RPT with benefits:
These employees in suspended operations:
 - a. Will, commencing March 22, 2020, be provided 42 calendar days wage protection from the date operations were suspended, regardless of the time of day the suspension started
 - e.g., For the first wave of suspensions that started 2020-03-16, employees will be paid from 2020-03-22 up to and including 2020-05-02. Time between 2020-03-16, and 2020-03-21 will be paid but not included in the pay protection period.
 - Eg., If an operation is suspended 2020-04-05, employees will be paid from 2020-04-05 up to and including 2020-05-16.

- b. The first 14 calendar days (days 1-14 inclusive) will be paid at regular hourly rates. The remaining calendar days (days 15-42 inclusive) will be paid at 75% of regular hourly rates.
- c. Employees may be advised to do repurposed work, for which they are qualified.
- d. **TFT's shall be provided the shorter of 42 days or the end of their scheduled term.

12. **Fit for duty**

- a. During the wage protection period, all employees will remain available and fit for duty during scheduled hours.

Notice of layoff

13. Notice of layoff is not required. The wage protection provisions herein constitute the notice required in every situation.
14. When laying off employees, the Employer shall proceed by Workgroup and make every effort to proceed in the following order:
 - C15 and C1004
 - a. Employees without seniority
 - b. Aux and TFT employees with seniority
 - c. Regular employees by inverse order of seniority;

C391

- a. Employees without seniority
- b. Aux and Temporary employees with seniority
- c. RPT and PPT by inverse order of seniority
- d. Regular employees by inverse order of seniority;

It being understood that in all cases, the remaining employees must be qualified and able to perform the expected work.

Employees may volunteer for a lay-off out of seniority, unless the Employer deems their service required or they are the only employee qualified to work.

After the expiry of any applicable Pay Protection period, employees may request to draw down earned banks: e.g. earned vacation, reserved vacation; gratuity; CTO. Does not apply to sick leave.

15. **Work Group:** For the purpose of this Framework, "Workgroup" is defined as a group of employees who are functionally related and interdependent in their responsibilities:
 - a. C15 examples: a Recreation Centre; Animal control; Archives;
 - b. C1004 examples; a Sewers crew; Cemetery; Urban Forestry;
 - c. C391 examples: a Library Branch; Circulation Department.

Bumping

16. Employees laid off during the term of this LOU shall have no bumping rights unless their position is permanently eliminated. The goal of this provision is to have employees return to their previous position when that position is reactivated.

Reassignment

General Principles

17. During the Public Health Crisis, it is expected that employees on temporary layoff may be sick, subject to self-isolation or self-quarantine, have family care obligations, along with existing and/or presently unanticipated employment obligations.
18. **Transfer:**
 - a. If necessary, employees can be assigned to another location or department or bargaining Unit (and/or Branch/Work Location for C1004) to perform work for which they are qualified.
 - b. TFT's (and C391: Temporary) do not need to repost in their previous position, if assigned back.
 - c. The EOI list may include interested employees from RayCam Cooperative Association and Britannia Community Services Centre Society.
19. **Pay for work outside of posted position:**
 - a. Employees can be assigned to work outside their posted job description:
 - Higher Paygrade: is paid at the rate provided in Schedule "A"
 - Lower Paygrade:
 - Regular Employees: Maintain rate during the wage protection period
 - Aux; TFT (and C391:Temporary): Pay for work performed
20. **Expression of Interest ("EOI List"):**
 - a. The Employer will create a mechanism for employees to express their interest to perform available work. The EOI mechanism will be explained to the Unions and their feedback will be given meaningful consideration.
 - b. The EOI will canvass the employee's
 1. interest in specific work;
 2. availability to work non-standard work hours and work weeks;
 3. work restrictions, if any;
 4. preferred method of contact; phone, text, email etc.
21. **Short term opportunities (expected to last 21 calendar days or less)**
 - a. The Employer may assign short term opportunities to the first available qualified employee.
22. **Longer term opportunities: (expected to last more than 21 calendar days)**
 - a. The Employer will make every effort to assign the senior qualified and available employee from the EOI list. The Employer will look to make assignments from the EOI within the bargaining unit that the work falls; but it retains the discretion to assign work outside the bargaining unit.
 - b. Employees who have been laid off and refuse 3 work offers over 21 days may be placed at the bottom of the EOI list.
 - c. Work offers shall allow for a minimum of 1 hour response time. If no response is received after being communicated to the employee in person or to the latest contact information provided to the Employer, the work will be offered to the next senior qualified and available employee from the EOI list who has provided a timely response. (ie: a mini-pool, not a series of offers 1 hour apart).

23. Employees who have not been laid off and who refuse an offer will be considered laid off when the offer was made.
24. Employees may elect to remove themselves from the EOI list at any time. The effect of this would be a layoff.

Hours of work

25. The Employer can schedule Regular employees within standard hours; or within the non-standard range as applicable.
26. The Employer and a Regular employee can agree to work outside of standard hours for up to 6 months. (all groups adopt "A: Informal Adjustment", per C15 LOU p 108; however shift premiums will apply per the applicable clause in the employee's collective agreement).
27. The Employer and a Regular employee can agree to amend the work week for up to 6 months. (all groups adopt "A: Informal Adjustment", per C15 LOU p 108; however shift premiums will apply per the applicable clause in the employee's collective agreement). Overtime still applies for exceeding daily and weekly limits for the position (example: 7 and 35).
28. Reduced hours: The Employer and Regular employees and TFT's (and C391: Temporary) may voluntarily agree to reduce their hours of work. In such case, EHB and Dental benefits are not pro-rated.
29. TFT and Aux (and C391: Temporary) can work any shift or work week. Overtime still applies for exceeding daily and weekly limits (8/40).

Remote work

30. The Employer may authorize an employee to work from their residence, bypassing any customary practices under the collective agreement.

Recall to Previous Positions (Regular employees only)

31. If a position that was subject to layoff is reactivated, the (posted) employee who was originally laid off shall have the first opportunity to return. If that employee cannot commit to return to the position within 14 days, the position shall be offered to next senior qualified laid off employee, in accordance with the relevant Collective Agreement provisions.
32. If a position that was subject to layoff is permanently eliminated, the (posted) employee may be placed by the Employer into a vacancy at the same paygrade (C1004 and 391: Classification) (C15: an employee who declines a placement may elect to pursue 3.a of the LOU Layoff and Recall). If not placed within 14 days, the employee shall be offered access to a regular position as follows:

C15:

- a. elect to be placed in a vacant position of the same classification; first within their Workgroup, then their department; then the Employment Pool; then
- b. bump the least senior employee in their classification ; first within their Workgroup, then their department; then the employment Pool; then
- c. bump the least senior employee in any classification at their current pay grade; first within their Workgroup, then their department; then the employment Pool; then
- d. bump the least senior employee in a lower pay grad; first within their Workgroup, then their department; then the Employment Pool;
- e. elect to be placed in a vacant position at a lower pay grade; first within their Workgroup, then their department; then the Employment Pool.

C1004:

- a. elect to be placed in a vacant position of the same classification; first within their Workgroup, then their Branch/Work Location; then their bargaining unit; then
- b. bump the least senior employee in their classification ; first within their Workgroup, then their Branch/Work location; then their bargaining unit; then
- c. bump the least senior employee in any classification at their current pay grade; first within their Workgroup, then their Branch/Work Location; then their bargaining unit; then
- d. bump the least senior employee in a lower pay grade; first within their Workgroup, then their Branch/Work Location; then their bargaining unit; then
- e. elect to be placed in a vacant position at a lower pay grade; first within their Workgroup, then their Branch/Work Location; then their bargaining unit.

C391:

- a. elect to be placed in a vacant position of the same classification; first within their Workgroup, then their department; then their classified group; then
- b. bump the least senior employee in their classification ; first within their Workgroup, then their department; then their classified group; then
- c. bump the least senior employee in any classification at their current pay grade; first within their Workgroup, then their department; then their classified group; then
- d. bump the least senior employee in a lower pay grade; first within their Workgroup, then their department; then their classified group; then
- e. elect to be placed in a vacant position at a lower pay grade; first within their Workgroup, then their department; then their classified group; then their bargaining unit.

If employees are not qualified to bump the least senior employee above, they may bump the next least senior employee, etc., until they find a position for which they are qualified.

If an employee cannot return to any position within 14 days, the Employee may be dropped to the bottom of the applicable recall list.

Vacations

33. The Employer may require employees on vacation to return to work if fit for duty. Exceptions will be considered where employees are unable to report.

Buyout of recall

34. Buyout of recall **C15** shall not apply during the term of this **Framework** except as explicitly noted in 32 above.

Entitlement to benefits

35. Regular employees who are laid off shall continue to receive Extended Health Benefits at the customary premium split for 3 months after the end of the 42 day protection period. (excepting Life Insurance).
36. Regular employees who are laid off shall continue to receive Life Insurance Benefits at the customary premium split for 6 months after the end of the 42 day protection period.
37. Employees may elect to purchase these benefits as a package when these entitlements cease, subject to the provisions of the Plan.

Seniority Protection

38. Employees, including those on approved leaves, shall maintain their current seniority, accrued hours, and service according to the terms of the applicable agreement for the status concerned, despite any Collective Agreement provisions to the contrary. Employees who are laid off shall have seniority protection and recall rights extended to a minimum of 3 months from the expiry of this Framework.
39. A similar extension shall apply to employees working in exempt roles or across bargaining units.
40. Seniority and hours accrued toward seniority status will be reconciled in accordance with the employee's Collective Agreement no matter where they work or in what capacity.
41. Nothing in this Framework changes an employee's employment status as defined in employee's Collective Agreement.

Occupational Health & Safety

42. The parties will regularly discuss the impact of the Public Health Crisis on the workforce and Occupational Health and Safety, and give reasonable consideration to solutions and adaptations, in compliance with legislation, regulations, guidelines, and in compliance with any recommendations made by Public Health Officers.
43. The Employer will make every effort to provide PPE to employees on the job site, including but not limited to, appropriate attire, gloves, hand sanitizer and sanitizing wipes.

Dispute Resolution

44. **Level 1**
 - Dispute to be reviewed by an excluded manager and Staff Representative or designate . If no agreement, refer to level 2.
45. **Level 2**
 - Dispute to be reviewed by a HR rep and Staff Representative or designate. If no agreement, refer to Trouble shooter.
46. **Trouble shooter:**
 - First available Trouble Shooter shall review the dispute and issue a bottom line decision which shall not be appealed.
 - Union nominee (name TBD)
 - Employer nominee (name TBD)
47. **Dispute Rules**
 - a. **For Layoff and Reassignment and Recall:**

An agreement reached between the Union and the Employer, or a decision by the Troubleshooter is without precedent and have no interpretive value to the Framework or the Collective Agreement.
 - b. **Interpretation**

An agreement reached between the Union and the Employer, or a decision by the Troubleshooter shall have no interpretive value to the Collective Agreement
48. **Remedies:**

A remedy **regarding Reassignment** shall be prospective only; no remedy shall be awarded for the period in between the action and agreement or decision to amend that action.
49. Disputes regarding the interpretation of this Framework may, if the applicable Unions and the Employer agree, be lodged at **Level 2**. If there is no agreement to lodge at Level 3, they may be filed under the **applicable** expedited arbitration provision **[C15 and C391 use C15 process; C1004 use C1004]**. Such Trouble Shooter decisions are without prejudice and have no interpretive value to the Collective Agreement.

Meet or Exceed

50. The parties agree that the terms of this Framework meet or exceed the provisions of the *Employment Standards Act* as reflected in paragraph 50.

Adjustment Committee

51. The parties agree that the terms of this Framework satisfy any obligations under Section 54 of the *Labour Relations Code*.
52. The parties will continue to discuss the application and implementation of this Framework and make mutually agreed adjustments as required. It is expected that the parties may develop additional Letters of Agreement to resolve concerns as they arise throughout the operation of this Framework Agreement.

Legislative Amendments

53. The Employer and the Union agree that in the event that either the Federal or BC Provincial Government amends any employment legislation, the parties will meet to discuss the implications of the changes and will attempt to incorporate mutually agreed amendments with an objective of leveraging the existing funding available under this Framework. Agreement on such efforts shall not be unreasonably withheld.

All of which is agreed, subject to ratification by the Executive Boards of C15, C391 and C1004; and by Vancouver City Council and Vancouver Public Library Board,

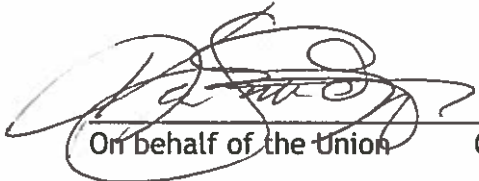
this ____ day of March, 2020, by:


On behalf of the Union C15

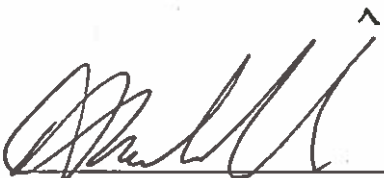
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On behalf of the Union C1004


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On behalf of the Union C391

22 03 2020
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On behalf of the Employer City
Andrew Naklić

22 March 2020
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On behalf of the Employer VPL
Christina de Castell

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